

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION

|                                |   |                   |
|--------------------------------|---|-------------------|
| IN RE:                         | § | CASE NO. 23-60463 |
|                                | § |                   |
| MICHAEL G A ANDREW RUTLEDGE    | § | CHAPTER 13        |
| CRYSTAL ST CLAIRE              | § |                   |
| DEBTOR(S)                      | § |                   |
|                                | § |                   |
| U.S. BANK NATIONAL ASSOCIATION | § |                   |
| MOVANT                         | § |                   |
| VS                             | § |                   |
| MICHAEL G A ANDREW RUTLEDGE    | § |                   |
| CRYSTAL ST CLAIRE              | § |                   |
| AND LLOYD KRAUS, TRUSTEE       | § |                   |
| RESPONDENTS                    | § |                   |

**MOTION FOR RELIEF FROM AUTOMATIC STAY OF ACT AGAINST COLLATERAL  
AND WAIVER OF THIRTY-DAY HEARING REQUIREMENT**

**NOTICE**

**NO HEARING WILL BE CONDUCTED ON THIS MOTION UNLESS A WRITTEN OBJECTION IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AND SERVED UPON THE PARTY FILING THIS PLEADING WITHIN FOURTEEN (14) DAYS FROM DATE OF SERVICE UNLESS THE COURT SHORTENS OR EXTENDS THE TIME FOR FILING SUCH OBJECTION. IF NO OBJECTION IS TIMELY SERVED AND FILED, THIS PLEADING SHALL BE DEEMED TO BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT. IF A RESPONSE IS FILED AND SERVED IN A TIMELY MANNER, THE COURT WILL THEREAFTER SET A HEARING. IF YOU FAIL TO APPEAR AT THE HEARING, YOUR OBJECTION MAY BE STRICKEN. THE COURT RESERVES THE RIGHT TO SET A HEARING ON ANY MATTER**

**TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:**

Comes now U.S. Bank National Association (hereinafter referred to as "Movant"), its successors and/or assigns, a secured creditor in the above-entitled and numbered case, by and through its attorneys, to file this its Motion for Relief from Automatic Stay of Act against the Collateral ("Motion") against: Michael G A Andrew Rutledge and Crystal ST Claire, Debtor(s) and Lloyd Kraus, duly appointed Chapter 13 Trustee, hereinafter referred to respectively as "Debtor(s)" and "Trustee". In support thereof, Movant would respectfully represent to the Court as follows:

1. On September 19, 2023, Debtor(s) filed a voluntary petition under Chapter 13 of the Bankruptcy Code. Subsequently, Lloyd Kraus was appointed Trustee in this Chapter 13 case, qualified and is duly acting in such capacity.
2. This Court has jurisdiction of this Motion by virtue of 11 USC §§105, 361 and 362 and 28 USC §§1334 and 157.

3. Movant is the holder of a Motor Vehicle Retail Installment Sales Contract - Simple Finance Charge (With Arbitration Provision), Loan Number xxxxxxxxxxxx5920, (the "Agreement"), signed by Crystal St Claire. Movant is secured under the Agreement by a properly perfected security interest in a 2018 RAM 3500, VIN: 3C63RRJL1JG134066 (the "Collateral"). A true and correct copy of the Agreement, as well as the documents evidencing the security interest of Movant in the Collateral, are attached hereto as Exhibits "A" and "B".

4. By virtue of the Agreement, Movant is the holder of a secured claim against the Debtor.

5. Movant alleges that the automatic stay should be lifted for cause in that it lacks adequate protection of its interest in the Collateral as evidenced by the following:

a. Debtor(s) are in default on their obligations to Movant in that Debtor(s) have failed to make installment payments when due and owing pursuant to the terms of the Agreement.

b. As of December 20, 2023, the total indebtedness was \$66,376.76

Debtor(s) are in default on 4 contractual payments totaling \$4,995.96:  
08/24/2023 to 08/24/2023 (1) at \$1,248.99 each = \$1,248.99  
09/24/2023 to 11/24/2023 (3) at \$1,248.99 each = \$3,746.97

The amount of current monthly installment payment is \$1,248.99

c. Debtor(s) are unable to demonstrate that the Collateral is adequately insured post-petition.  
d. It is the Debtor(s) intention to surrender the Collateral.

6. According to the publication commonly relied upon by banks, insurance companies, government agencies, and dealers in determining the value of collateral, the present clean retail market value of the Collateral is \$53,900.00.

7. The Debtor(s) has no equity in the Collateral.

8. Movant has had to retain counsel to represent it before this Court and is incurring attorneys' fees and court costs for which it is entitled to reimbursement under the terms of the Agreement.

9. For the above and foregoing reasons, Movant asserts cause exists sufficient to waive the requirement of Bankruptcy Rule 4001(a)(3), therefore allowing Order to be effective upon this Honorable Court's signature.

WHEREFORE, PREMISES CONSIDERED, Movant prays that, upon hearing of this Motion, said automatic stay be terminated as to the claim of Movant, its successors and/or assigns, to permit Movant, its successors and/or assigns, to seek its statutory and other available remedies; that Movant, its successors and/or assigns, be permitted to obtain possession of the Collateral to the exclusion of Debtor(s); alternatively, Movant, its successors and/or assigns, be afforded adequate protection by including, but not limited to, having all payments presently due in this proceeding to Movant being brought current; and that Movant be granted such other and further relief, at law and in equity, as is just.

Respectfully submitted,  
Bonial & Associates, P.C.

/s/ Chandra D. Pryor  
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Chandra D. Pryor / CABN 320903  
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**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document has been served upon the following parties in interest either via pre-paid regular U.S. Mail or via electronic notification on or before the 12th day of January 2024:

Debtor *Via U.S. Mail*

Michael G A Andrew Rutledge  
575 County Road 1917 Lot #5  
Yantis, TX 75497

Debtor *Via U.S. Mail*

Crystal St Claire  
575 County Rd 1917 Lot # 5  
Yantis, TX 75497

Debtor's Attorney

Juan Tomasino  
Allmand Law Firm, PLLC  
860 Airport Fwy Suite 401  
Hurst, TX 76054

Chapter 13 Trustee

Lloyd Kraus  
Plaza Tower, 110 N. College Ave., 12th Floor  
Tyler, Texas 75702

US Trustee

Office of the U.S.Trustee  
110 North College Avenue, Suite 300  
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23-60463

*/s/ Chandra D. Pryor*

Hilary B. Bonial  
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